

Date 080317

DRAFT Mk3

Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection

By: William A. Slotter
Senior Deputy Attorney General
Identification #22398
801 Hamilton Street, 4th Floor
Allentown, PA 18101-2492
610-821-6690

Attorney for
Commonwealth of Pennsylvania

**COMMONWEALTH OF PENNSYLVANIA,
ACTING BY ATTORNEY GENERAL
THOMAS W. CORBETT, JR.**

Plaintiff

vs.

**ROBERT SCOTT CLAUSE, D/B/A
DESIGNS BY ROBERT CLAUSE,**

Defendant

: IN THE COURT OF COMMON PLEAS OF
: NORTHAMPTON COUNTY,
: PENNSYLVANIA

: No.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

Lawyer Referral Service
155 South Ninth Street, Easton, Pennsylvania 18042
Telephone (610-258-6333)

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

To the within-named parties:
You are hereby notified

- a) to file a written response to the enclosed within 20 days of service hereof;
- b) that the within matter is a true and correct copy of the original as filed; and
- c) that judgment may be entered against you if you do not plead within 20 days.

PENNSYLVANIA OFFICE OF ATTORNEY
GENERAL - BUREAU OF CONSUMER
PROTECTION

IN THE COURT OF COMMON PLEAS OF
NORTHAMPTON COUNTY,
PENNSYLVANIA

: No.

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

Defendant

COMPLAINT

1. The Commonwealth commences this action pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1 et seq. (hereinafter referred to as the “Consumer Protection Law” or “CPL”).

PARTIES

2. The plaintiff herein is the Commonwealth of Pennsylvania, the sovereign government of this state, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection ("Commonwealth" or "Plaintiff"), Lehigh Valley Regional Office, 801

Hamilton Street, Fourth Floor, Allentown, Lehigh County, Pennsylvania, 18101-2492.

3. The defendant herein is Robert Scott Clause, an adult individual believed to be currently residing at 1310 Broad Road, Wind Gap, Northampton County, Pennsylvania.

BACKGROUND

4. At all times material hereto, Robert Scott Clause did business as and traded as Designs by Robert Clause.

5. In the calendar years 2005 through 2007, Robert Scott Clause d/b/a Designs by Robert Clause, engaged in business as a home improvement contractor in the Commonwealth of Pennsylvania, primarily contracting for home improvements with individual home owners.

6. At all times material hereto Robert Scott Clause held himself out to consumers as competent, equipped, able to procure the required materials, able to supply the required laborers and crafts persons and otherwise able to perform the work called for by the contracts, in accordance with the terms of the contracts with individual consumers.

7. In reliance upon such representations, consumers entered into contracts with Robert Scott Clause for various items of home improvement work to be performed on their property.

8. Among the consumers victimized by the Defendant are citizens over the age of sixty (60).

9. The Commonwealth believes and therefore avers that there may be additional consumers that have not filed complaints with the Bureau of Consumer Protection and have been harmed due to the methods, acts and practices of the Defendant which includes but are not limited to those as alleged herein.

COUNT I
FAILURE TO COMPLETE WORK AS PROMISED

10. Plaintiff incorporates herein its averments to paragraphs 1 through 9 as though the same were more fully set forth below.

11. Beginning in 2005 and thru 2007 consumers have complained to the Office of Attorney General that Robert Scott Clause entered into contracts with those consumers, demanding and accepting the down payments called for in the contracts from the consumers, and then failing to do any of the work called for by the contract.

12. Beginning in 2005 and thru 2007 consumers have complained to the Office of Attorney General that Robert Scott Clause entered into contracts with those consumers, demanding and accepting the down payments, and in some cases demanding additional payments, starting the work and then failing to finish the contracted work.

13. Beginning in 2005 and thru 2007 consumers have complained to the Office of Attorney General that Robert Scott Clause entered into contracts with those consumers, demanding and accepting the down payments, and in some cases demanding additional payments, and then performing the work in a shoddy and/or unworkmanlike manner.

14. Plaintiff is advised, believes, and therefore avers that Defendant has failed to satisfactorily complete his contractual obligations.

15. Plaintiff is advised, believes, and therefore avers that Defendant represented that he could provide skilled and competent home improvement contracting and other work.

16. Plaintiff is advised, believes, and therefore avers that Defendant did not fully perform the services contracted for with consumers or performed the services in an unsatisfactory manner.

17. Plaintiff is advised, believes, and therefore avers that Defendant, despite being contacted by consumers requesting that the jobs contracted for be satisfactorily completed or their money returned, has ignored the consumers' requests.

18. Plaintiff is advised, believes, and therefore avers that Defendant has failed to begin work or complete work as agreed to in a timely manner on contracts entered into with consumers after taking substantial payments from the consumers.

19. Plaintiff is advised, believes, and therefore avers that Defendant has offered a host of unfounded excuses as to why the work was not properly and timely completed.

20. Robert Scott Clause has failed or refused to return the said down payments and additional payments.

21. The above described conduct by Defendant is a violation of the CPL, 73 P.S. § 201-3, as defined in § 201-2:

(4) "Unfair methods of competition" and "unfair or deceptive acts or practices" mean any one or more of the following:

...

(ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

...

(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

...

(vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

...

(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;

...

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Permanently enjoining the Defendant, Robert Scott Clause, and any agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

B. Directing the Defendant, Robert Scott Clause, pursuant to Section 201-4.1 to restore to the above listed persons the amounts above stated, and such others as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act;

C. Directing the Defendant, Robert Scott Clause, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

D. Directing the Defendant, Robert Scott Clause, to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this complaint.

E. Directing the Defendant, Robert Scott Clause, to pay the Commonwealth for the costs of his investigation and prosecution of this action;

F. Directing the Defendant, Robert Scott Clause, to forfeit his right or franchise to engage in business involving home improvement within the Commonwealth of Pennsylvania

until such time as all monies have been paid for restitution, costs and civil penalties;

Providing any other such relief as the Court may deem necessary and appropriate.

**COUNT II
FAILURE TO PROVIDE CANCELLATION NOTICE**

22. Plaintiff incorporates herein its averments to paragraphs 1 through 21 as though the same were more fully set forth below.

23. At all times material hereto, Robert Scott Clause d/b/a Designs by Robert Clause, entered into contracts having the value of twenty-five dollars (\$25) or more as a result of, or in connection with, a contact with or call on the buyer or resident at his residence either in person or by telephone.

24. Such contracts are required to include the proscribed language and separate Notice of Cancellation as set forth at 73 P.S. § 201-7.

25. Of those consumers bringing complaints to the Office of the Attorney General concerning Robert Scott Clause d/b/a Designs by Robert Clause, the contracts applicable to those consumers have failed to contain the required language and separate Notice of Cancellation as set forth at 73 P.S. § 201-7.

26. The above described conduct by defendant is a violation of the CPL, 73 P.S. § 201-3.

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Permanently enjoining the Defendant, Robert Scott Clause, and any agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

B. Directing the Defendant, Robert Scott Clause, pursuant to Section 201-4.1 to restore to the above listed persons the amounts above stated, and such others as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act;

C. Directing the Defendant, Robert Scott Clause, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

D. Directing the Defendant, Robert Scott Clause, to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this complaint.

E. Directing the Defendant, Robert Scott Clause, to pay the Commonwealth for the costs of his investigation and prosecution of this action;

F. Directing the Defendant, Robert Scott Clause, to forfeit his right or franchise to engage in business involving home improvement within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

G. Providing any other such relief as the Court may deem necessary and appropriate.

THOMAS W. CORBETT, JR.
Attorney General

Date: _____

By: _____
William A. Slotter
Senior Deputy Attorney General

Date 080317

DRAFT Mk3

VERIFICATION

I, Carlos Cueva, being duly sworn according to law, hereby state that I am a Senior Agent for the Office of Attorney General, Bureau of Consumer Protection, Commonwealth of Pennsylvania and that I am authorized to make this Verification and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Date: _____

Carlos Cueva
Senior Agent